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Attorney for Plaintiff,
UNITED STATES OF AMERICA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

UNITED STATES OF AMERICA,

Case No. 3:24-CV-7980

Plaintiff,

vs.

R & B CELLARS, INC., a California
Corporation, KEVIN P. BROWN and
BARBARA BROWN, an individual,

Defendant.

COMPLAINT

O THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The Plaintiff, United States of America, on behalf of, the Export-Import Bank of the United States, alleges that:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III Section 2, U.S. Constitution and 28 U.S.C. § 1345. *See 28 U.S.C. § 1345.*

2. Venue is proper under 28 U.S.C. § 1345 in that defendant, R & B CELLARS, INC is a California Corporation with a principal place of business at 1835 San Jose Avenue, Alameda, California 94501, located in Alameda County, California within the Jurisdiction of this Court.

1
2 3. Venue is proper under 28 U.S.C. § 1345 in that defendant, KEVIN P. BROWN, has an
3 address of 1835 San Jose Avenue, Alameda, California 94501, located in Alameda County,
4 California within the Jurisdiction of this Court.

5
6 4. Venue is proper under 28 U.S.C. § 1345 in that defendant, BARBARA BROWN, has an
7 address of 1835 San Jose Avenue, Alameda, California 94501, located in Alameda County,
8 California within the Jurisdiction of this Court.

9 **PARTIES**

10 5. Plaintiff is the United States of America, acting through Export-Import Bank
11 of the United States (hereinafter “EXIM BANK”). The debt was referred to the Department of
12 Justice in accordance with the Debt Collection Improvement Act of 1996 (“DCIA”) (31 U.S.C. §
13 3701 *et seq.*).

14
15 6. The Defendant, R & B CELLARS, INC., a California Corporation,
16 (“R & B CELLARS”) with a principal place of business at 1835 San Jose Avenue, Alameda,
17 California 94501 located in Alameda County, California within the Jurisdiction of this Court.

18 7. The Defendant, KEVIN P. BROWN, has an address of 1835 San Jose
19 Avenue, Alameda, California 94501, located in Alameda County, California within the Jurisdiction
20 of this Court.

21
22 8. The Defendant, BARBARA BROWN, has an address of 1835 San Jose Avenue,
23 Alameda, California 94501, located in Alameda County, California within the Jurisdiction of this
24 Court.

25 **STATEMENT OF CLAIM**

26 9. On or about November 6, 2014, R & B CELLARS, INC., by and
27 through its President KEVINP. BROWAN personally executed and delivered a Loan, Security and
28 Guarantee Agreement (hereinafter “LSG Agreement”) to EXIM BANK in the amount of

1
2 \$495,000.00 with interest accruing at the fixed annual rate of 5.18%. A copy of the Loan, Security
3 and Guarantee Agreement described herein is attached hereto and made apart hereof as Exhibit "A".

4 10. On or about April 20, 2017, R & B CELLARS, INC., by and
5 through its President KEVIN P. BROWAN ("BORROWER"), and KEVIN P. BROWN and
6 BARBARA BROWN as guarantors ("GUARANTORS") together with the Borrower, personally
7 executed and delivered Amendment No. 1 to the Loan, Security and Guarantee Agreement
8 (hereinafter "LSG Agreement") to EXIM BANK in the amount of \$494,962.50. A copy of the
9 Amendment No. 1 to the Loan, Security and Guarantee Agreement described herein is attached
10 hereto and made apart hereof as Exhibit "B".
11

12 11. On or about March, 2024, R & B CELLARS, INC., KEVIN P. BROWN and BARBARA
13 BROWN ("collectively Defendants") became delinquent on the obligation, with a balance due of
14 \$673,957.00.
15

16 12. EXIM BANK is the current owner and holder of the LSG Agreement, and all
17 secure Instrument associated with the Agreement.

18 13. Plaintiff demanded payment from the Defendants, but payment has not been made.

19 14. As of August 8, 2024, the Defendants is indebted to the United States of America the
20 sum of \$673,957.00, inclusive of applicable fees, interest and penalties as listed on the Certificate
21 of Indebtedness attached hereto as Exhibit "C".
22

23 15. Plaintiff declares the full amount payable under the LSG Agreement to be due.

24 WHEREFORE, Plaintiff, UNITED STATES OF AMERICA prays for the judgment against
25 defendants as follows:

- 26 1. For the total amount of \$673,957.00;
27 2. For the costs of this action;
28

3. Attorney's fees of \$400.00 as permitted by 28 U.S.C. § 2412(a)(2); and,
4. For such other relief which the Court deems proper.

DATED this 14th day of November 2024.

Respectfully submitted,

By: /s/ Sheryl D. Noel

Sheryl D. Noel (172551)

Attorney for the Plaintiff

United States of America

On behalf of Schuerger Law Group

Private Counsel – U.S. Department of Justice

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